UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

Darren Doherty	§	
	§	
Plaintiff	§	
	§	
v.	§	**CIVIL NO. 1:16-CV-00003-LY**
	§	
	§	
Hartford Life and Accident Insurance Company	§	
	§	
	§	
	§	
Defendant	§	

PLAINTIFF'S RESPONSE TO DEFENDANT HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY'S MOTION FOR SUMMARY JUDGMENT/TRIAL BRIEF

Plaintiff Darren Doherty files this Response to Hartford's Motion for Summary Judgment/Trial Brief and would show the following:

Hartford's Motion goes into great detail concerning Doherty's treatment and medical conditions. Examination of his health conditions is not relevant to the Court's decision in this case. Hartford's denial is based on the contention that Doherty was not disabled during the entire Elimination Period even though he received employer sponsored STD benefits during the entire time. "Elimination Period" is a defined term under the LTD Plan. Elimination Period means the longer of the number of consecutive days at the beginning of any one period of Disability which must elapse before benefits are payable *or the expiration of any Employer sponsored short term Disability benefits or salary continuation program, excluding benefits required by state law*. The LTD Plan anticipates that a claimant can successfully complete the Elimination Period by being on STD until the expiration of those benefits. In this case, the 90 day elimination period and the expiration of STD benefits fell on the same date.

DEFINING ELIMINATION PERIOD AS THE EXPIRATION OF STD BENEFITS KEEPS THE PLAN HONEST

Hartford agrees that Doherty was disabled on the date the claim transitioned from STD to LTD. Why then, was the claim denied? Hartford states he was denied because it alleges Doherty was not disabled until he suffered a fall on March 4, 2014. Why was a new Elimination Period not started on March 4, 2014? A new Elimination Period was not started because Hartford alleges Doherty was not Actively at Work prior to the fall on March 4, 2014. Why was Doherty not at work prior to the fall? He was not at work because Hartford approved Doherty's STD benefit from January 14, 2014 through the expiration of STD benefits on April 7, 2014. Hartford agrees Doherty was Actively at Work on the date the STD claim accrued.

Hartford argues in its Motion that an administrator is not bound by previous determinations when considering ongoing benefits. Doherty does not disagree. It can say that the previous evidence does not establish ongoing disability. An administrator cannot, however, allege that Doherty was not Actively at Work while on STD leave that it approved.

Conclusion

Doherty contends that the Plan language establishes he met the Elimination Period. Even if Hartford is allowed to claim otherwise, it should have started a new Elimination Period on March 4, 2014. Doherty was receiving employer sponsored STD benefits on that date and was therefore, Actively at Work. Hartford administered the STD Plan and the LTD Plan. Darren Doherty respectfully requests this Court issue a decision finding that Doherty met the Elimination Period under the Plan and award monthly LTD benefits from April 8, 2014 until July 11, 2014, and that the case be remanded to Hartford for determination of Doherty's continuing eligibility.

Respectfully submitted,

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By: /s/ Greg Reed
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For Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on this 16th day of December, 2016, a true and correct copy of the foregoing document has been sent via the ECF system to Ms. Lisa Magids, Sedgwick, LLP, 919 Congress Avenue, Suite 1250, Austin, Texas 78701.

Greg Reed